

Exhibit A

INDEX OF STATE COURT DOCUMENTS

Cause No. 017-342217-23

THE TRADE GROUP, INC.

vs.

BTC MEDIA, LLC

In the 17th Judicial District Court of Tarrant County, Texas

| | DOCUMENT | FILED DATE |
|----|--|-------------------|
| 1. | Docket Sheet (<i>printed as of June 1, 2023</i>) | |
| 2. | Plaintiff's Original Petition | May 10, 2023 |
| 3. | Letter Requesting Issuance of Citation | May 11, 2023 |
| 4. | Return of Service | May 16, 2023 |

Case Information

THE TRADE GROUP INC VS. THE BTC MEDIA LLC

017-342217-23

| | | | |
|--------------------------------|---------------------|-------------|-----------------|
| Location | Case Category | Case Type | Case Filed Date |
| Tarrant Count - District Clerk | Civil - Other Civil | Other Civil | 5/10/2023 |

Parties²

| Type | Name | Nickname/Alias | Attorneys |
|-----------|---------------------|----------------|---------------------|
| Plaintiff | THE TRADE GROUP INC | | LINDSEY MARSH BROWN |
| Defendant | THE BTC MEDIA LLC | | |

Events³

| Date | Event | Type | Comments | Documents |
|-----------|--------|------------------|-------------------------------|--|
| 5/10/2023 | Filing | Petition | Plaintiff's Original Petition | Plaintiff's Original Petition.pdf |
| 5/11/2023 | Filing | No Fee Documents | Letter regarding citation | Letter to Tarrant County Clerk re citation.pdf |
| 5/16/2023 | Filing | No Fee Documents | Return of Service | 1320221.pdf |



FILED
TARRANT COUNTY
5/10/2023 5:09 PM
THOMAS A. WILDER
DISTRICT CLERK

CAUSE NO. 017-342217-23

| | | |
|------------------------|---|------------------------|
| THE TRADE GROUP, INC., | § | IN THE DISTRICT COURT |
| | § | |
| Plaintiff, | § | |
| | § | |
| v. | § | TARRANT COUNTY, TEXAS |
| | § | |
| BTC MEDIA, LLC, | § | |
| | § | |
| Defendant. | § | ____ JUDICIAL DISTRICT |

PLAINTIFF'S ORIGINAL PETITION

Plaintiff, The Trade Group, Inc. ("Plaintiff" or "TTG"), files this Original Petition against Defendant, BTC Media, LLC ("Defendant" or "BTCM").

I. DISCOVERY CONTROL PLAN

1. TTG intends to conduct discovery under Level 2 pursuant to Texas Rule of Civil Procedure 190.2.

II. PARTIES

2. Plaintiff TTG is a Texas corporation headquartered in Grapevine, Texas.

3. Defendant BTCM is a Delaware limited liability company organized and existing under the laws of the State of Delaware and can be served with process by serving its registered agent, CT Corporation System, 300 Montvue Road, Knoxville, Tennessee 37919.

III. JURISDICTION AND VENUE

4. This Court has personal jurisdiction over all parties because BTCM has purposefully availed itself of, and established minimum contacts with, the State of Texas through its conduct of business in Texas, and TTG's claims in this lawsuit arise out of and are directly related to BTCM's contacts with Texas. *See* TEX. CIV. PRAC. & REM. CODE § 17.042. Specifically, BTCM entered into the contract giving rise to TTG's claims with TTG, a Texas company,

previously made payments to TTG located in Texas, and has also refused to make its contractually required payments in Texas, causing foreseeable injuries to TTG in Texas, and the amount in controversy exceeds the minimum jurisdictional amount of this Court.

5. This Court has subject matter jurisdiction over this lawsuit because the amount in controversy exceeds the minimum jurisdictional limit.

6. Venue is proper in Tarrant County, Texas because TTG was a resident of Tarrant County at the time the cause of action accrued and provided services to BTCM from Tarrant County pursuant to the parties' agreement. *See* TEX. CIV. PRAC. & REM. CODE § 15.002(a)(4).

IV. STATEMENT OF RELIEF SOUGHT

7. In accordance with Rule 47(c) of the Texas Rules of Civil Procedure, TTG seeks monetary relief over \$1,000,000 and all interest, attorneys' fees, and costs to which TTG is entitled.

V. FACTUAL BACKGROUND

A. Business Relationship Between the Parties

8. TTG is a full-service event marketing and creative design firm well known for its award-winning designs and client-centered service mentality. Though Texas-based, TTG's expertise and reputation attract roughly eight thousand projects each year from clients located all over the country and overseas.

9. BTCM is a Bitcoin and blockchain media company that gathers and distributes the information, education, and research relating to bitcoin and other blockchain currencies. BTCM sponsors a yearly conference called "Bitcoin."

B. Bitcoin 2021

10. In fall of 2020, BTCM approached TTG about managing, planning, and producing Bitcoin 2021, the world's largest bitcoin conference held in Miami, Florida. TTG provided over

\$2.8 million worth of services to BTCM over the course of that five-month long project. As those services were rendered, TTG would invoice BTCM, who would then promptly pay the invoices in full. BTCM was always exceptionally complimentary of TTG's services.

C. Bitcoin 2022

11. After a successful Bitcoin 2021, BTCM enlisted TTG's services again in connection with Bitcoin 2022, but on a much larger scale. TTG agreed to provide turnkey management, planning, and production services for Bitcoin 2022 and began invoicing BTCM for those services as early as October 1, 2021. BTCM agreed to timely pay those invoices. TTG provided strategy and project management services from its corporate headquarters in Grapevine, Texas. Between October 1, 2021 and April 1, 2022, BTCM paid each of those invoices timely and in full, just as it had in the past.

12. On or about April 3, 2022, TTG and BTCM entered into a Deposit Invoice agreement (the "Agreement") pursuant to which TTG agreed to provide all services remaining to be performed in connection with Bitcoin 2022. The Agreement provided that BTCM would pay the remaining deposit and that the final bill to be sent to BTCM post-show would include all additions, changes, and any on-site requests made during the show. Justin Doochin, an authorized representative of BTCM, signed the Agreement on BTCM's behalf and acknowledged that he had read, understood, and agreed to the terms of the Agreement, including BTCM's obligation to pay TTG's expenses for the enforcement of TTG's rights, including attorneys' fees and interest, until the date final payment is made.

11. Pursuant to the Agreement and the parties' previous course of dealing, TTG provided BTCM with all necessary and requested services during Bitcoin 2022. Over the course of the entire project and throughout the three-day event, TTG updated a Google Sheet in real-time

with all costs associated with changes and additions, including services requested or otherwise required on-site. BTCM had full viewing privileges for this document and was thus constantly aware of all charges. Not once did BTCM contest a change, addition, or on-site request; it accepted all of these services and remained extremely complimentary of TTG.

12. The total amount billed by TTG to BTCM for the goods and services TTG provided to BTCM was \$16,271,564.89, prior to sales tax.¹ BTCM paid a portion of this amount to TTG prior to April 2022.

D. BTCM's Failure to Comply with the Agreement

13. In accordance with the Agreement and the course of dealing between the parties, TTG sent BTCM its final invoice for Bitcoin 2022 on June 16, 2022. BTCM failed to make the required payment in accordance with the invoice. In August 2022, BTCM represented to TTG that it was experiencing financial difficulties but would pay TTG as soon as it was able.

14. Relying on the parties' history and BTCM's indication that its inability to pay was only temporary, TTG made multiple good faith attempts to collect the outstanding amount and move the parties forward.

E. TTG Undergoes Audit in Good-Faith and BTCM Continues to Fail to Comply with its Agreement

15. In early November 2022, BTCM requested that an audit be conducted on TTG's invoicing relating to Bitcoin 2022. Along with this request, David Bailey, the President and CEO of BTCM, agreed that BTCM would pay 50% of the audit fees to TTG (the "Audit Fees").

16. After discussing with BTCM, TTG retained Huselton Morgan Maultsby ("HM&M") as a neutral third-party auditor to conduct the audit. HM&M was retained to review

¹ This amount includes all offsets and credits and does not include the incidental charges discussed *infra*. The final sales tax amount billed to BTCM was \$943,325.50.

various amounts billed to BTCM to establish the accuracy of billings relating to Bitcoin 2022, as well as review the direct costs incurred by TTG to determine if these costs were correctly recorded in TTG's accounting system. HM&M conducted an extensive forensic audit, and its analysis was performed in accordance with standards established by the American Institute of Certified Public Accountants.

17. On March 17, 2023, HM&M provided their initial results of the audit to both parties. During that meeting, David Bailey (the President and CEO of BTCM) represented to TTG that BTCM wanted to resolve this issue and pay TTG what it is owed. Bailey's representations have unfortunately proven to be untrue.

18. BTCM asked several follow-up questions to HM&M, to which HM&M provided additional context and detail. A final report was provided to both BTCM and TTG on April 3, 2023. The final audit concluded (as TTG expected) that:

- TTG invoiced BTCM for amounts **less than** the suggested retail price for the services it provided overall;
- TTG correctly recorded the costs it incurred related to the BTCM project;
- there were not any charges that TTG incurred that were in turn charged to BTCM more than once; and
- TTG's adjusted gross profit margin was 23.1%.

19. Despite the auditor's conclusions that TTG accurately billed BTCM for Bitcoin 2022 and, in fact, provided more favorable overall pricing to BTCM than that which TTG would typically provide (in the hope of securing future business with BTCM), BTCM has refused to pay the **\$4,774,787.86** due and owing to TTG.² As an added insult to injury, BTCM has also refused to pay its portion of the Audit Fees that TTG incurred as a result of the audit that BTCM requested.

² This amount does not include: (i) the \$297,570.03 in interest that continues to accrue daily; (ii) the portion of Audit Fees that BTCM owes to TTG; (iii) the \$67,500 in storage fees that continue to accrue; and (iv) the attorneys' fees and legal costs that TTG has incurred as a result of BTCM's failure to pay. To be clear, TTG seeks all of these damages against BTCM.

20. Consequently, TTG has been forced to retain counsel and pursue its claims in court.

F. BTCM's Failure to Pay for Storage of Its Assets

21. After Bitcoin 2022, TTG coordinated storage at a warehouse in Texas for BTCM's assets used at the conference, including, but not limited to: custom painted scenic items, a boat, miscellaneous signage, swings, slides, outdoor pieces, and other large items. BTCM was aware that TTG had coordinated with a warehouse in Texas to store the assets and that TTG incurred storage costs.

22. On April 6, 2023, TTG requested that BTCM pay the storage fees.

23. To date, BTCM has failed to retrieve these assets, and TTG has incurred \$67,500.00 in storage fees. BTCM has failed to pay any of this amount to TTG.

VI. CAUSES OF ACTION

Count One – Breach of Contract (the Agreement)

24. The facts set forth in the preceding paragraphs, all of which are incorporated herein by reference as if fully set forth, give rise to a cause of action for breach of contract.

25. A binding agreement exists between the parties. TTG has fully performed its obligations under the Agreement. However, as set forth above, BTCM has failed and refused to comply with the Agreement. BTCM's breaches include, but are not limited to, its failure to pay the amounts due and owing to TTG for services provided under the Agreement. Those breaches are material.

26. As a direct and proximate result of BTCM's breach of the Agreement, TTG has sustained actual and consequential damages, for which it now sues to recover.

27. All conditions precedent to TTG's right to recover have occurred, have been waived, and/or are futile.

Count Two – Breach of Contract (Agreement to Pay Audit Fees)

28. The facts set forth in the preceding paragraphs, all of which are incorporated herein by reference as if fully set forth, give rise to a cause of action for breach of contract.

29. A binding agreement exists between the parties whereby BTCM agreed to pay half of the Audit Fees. TTG has fully performed its obligations under that agreement. However, as set forth above, BTCM has failed and refused to comply with that agreement and has failed to pay its portion of the Audit Fees. These failures constitute material breaches by BTCM.

30. As a direct and proximate result of BTCM's breach of its agreement to pay its portion of the Audit Fees, TTG has sustained actual and consequential damages, for which it now sues to recover.

31. All conditions precedent to TTG's right to recover have occurred, have been waived, and/or are futile.

Count Three – Quantum Meruit and Unjust Enrichment

32. The foregoing paragraphs are incorporated herein by reference.

33. In the alternative, to the extent that the contemplated agreement between the parties is unenforceable, impossible, not fully performed, or void for other legal reasons, TTG is nonetheless entitled to restitution.

34. TTG furnished valuable services, goods, and materials to BTCM that BTCM accepted.

35. TTG sought to charge BTCM for the furnishing of these valuable services, goods, and materials.

36. The furnishing of these valuable services, goods, and materials was made under such circumstances as to reasonably notify BTCM that TTG, in performing and providing these

services, goods, and materials, expected to be paid by BTCM.

37. Under the equitable theory of quantum meruit, TTG is entitled to recover the reasonable value of the services, goods, and materials that TTG furnished.

38. To deny TTG payment for the valuable services, goods, and materials that it provided to BTCM would constitute unjust enrichment to BTCM and a forfeiture to TTG.

VII. ATTORNEYS' FEES AND EXPENSES

39. To enforce its rights, TTG has been compelled to retain counsel, and it thus seeks to recover its reasonable expenses, including attorneys' fees, pursuant to the Agreement and applicable law.

VIII. CONCLUSION AND PRAYER

WHEREFORE, Plaintiff The Trade Group, Inc., seeks judgment against Defendant BTC Media, LLC, awarding Plaintiff actual and consequential damages, attorneys' fees, costs of court, pre- and post-judgment interest, and all other relief to which it may be entitled.

Respectfully submitted,

JACKSON WALKER L.L.P.

By: /s/ Lindsey Marsh Brown

Lindsey Marsh Brown
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ATTORNEYS FOR PLAINTIFF

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Cheryl Leger on behalf of Lindsey Brown
 Bar No. 24087977
 cleger@jw.com
 Envelope ID: 75520550
 Filing Code Description: Petition
 Filing Description: Plaintiff's Original Petition
 Status as of 5/11/2023 8:15 AM CST

Case Contacts

| Name | BarNumber | Email | TimestampSubmitted | Status |
|---------------------|-----------|------------------|----------------------|--------|
| Lindsey Brown | | lbrown@jw.com | 5/10/2023 5:09:56 PM | SENT |
| Sarah Starr | | sstarr@jw.com | 5/10/2023 5:09:56 PM | SENT |
| Scott AWheatley | | swheatley@jw.com | 5/10/2023 5:09:56 PM | SENT |
| Laura Lisenbee | | llisenbee@jw.com | 5/10/2023 5:09:56 PM | SENT |
| Cheryl Leger | | cleger@jw.com | 5/10/2023 5:09:56 PM | SENT |
| LeeAnn McAfee-Burks | | lburks@jw.com | 5/10/2023 5:09:56 PM | SENT |

Sarah J. Starr
(214) 953-5686 (Direct Dial)
(214) 953-5822 (Direct Fax)
sstarr@jw.com

May 11, 2023

Via E-File

Clerk, 17th District Court
Tom Vandergriff Civil Courts Bldg.
100 N. Calhoun, 3rd Floor
Fort Worth, TX 76196

Re: Cause No. 017-342217-23; *The Trade Group, Inc. v. BTC Media, LLC*

Dear Sir/Madam,

The Plaintiff's Original Petition in this matter was filed yesterday and payment for issuance of citation was paid at the time of filing. This letter serves as a request for the Citation for BTC Media, LLC to be returned to Sarah Starr via email at sstarr@jw.com for service by a private process server

If you need any further information please let me know.

Very truly yours

s/ Sarah J. Starr

Sarah J. Starr

SJS:

36164664v.1

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Laura Lisenbee on behalf of Sarah Starr
 Bar No. 24132203
 llisenbee@jw.com
 Envelope ID: 75557490
 Filing Code Description: No Fee Documents
 Filing Description: Letter regarding citation
 Status as of 5/11/2023 3:52 PM CST

Case Contacts

| Name | BarNumber | Email | TimestampSubmitted | Status |
|---------------------|-----------|------------------|----------------------|--------|
| Laura Lisenbee | | llisenbee@jw.com | 5/11/2023 3:31:54 PM | SENT |
| Scott AWheatley | | swheatley@jw.com | 5/11/2023 3:31:54 PM | SENT |
| Lindsey Brown | | lbrown@jw.com | 5/11/2023 3:31:54 PM | SENT |
| Cheryl Leger | | cleger@jw.com | 5/11/2023 3:31:54 PM | SENT |
| Sarah Starr | | sstarr@jw.com | 5/11/2023 3:31:54 PM | SENT |
| LeeAnn McAfee-Burks | | lburks@jw.com | 5/11/2023 3:31:54 PM | SENT |

017-342217-23

FILED
TARRANT COUNTY
5/16/2023 6:09 PM
THOMAS A. WILDER
DISTRICT CLERK

CAUSE NO. 017-342217-23**THE TRADE GROUP, INC.,****Plaintiff(s),****vs.****BTC MEDIA, LLC,****Defendant(s).**§
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§
§**IN THE DISTRICT COURT****17TH JUDICIAL DISTRICT****TARRANT COUNTY, TEXAS****RETURN OF SERVICE**

Came to my hand on **Friday, May 12, 2023 at 12:55 PM,**
Executed at: **300 MONTVUE ROAD, KNOXVILLE, TN 37919**
at **2:29 PM, on Monday, May 15, 2023,** by delivering to the within named:

BTC MEDIA, LLC

by delivering to its **Registered Agent, CT CORPORATION SYSTEM**
by personally delivering to **Authorized Employee, SAMANTHA SUTTON**
a true copy of this

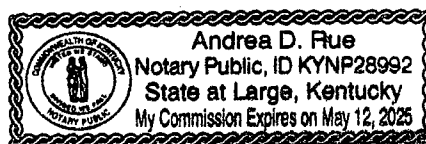
CITATION and PLAINTIFF'S ORIGINAL PETITION

BEFORE ME, the undersigned authority, on this day personally appeared MELINDA URBINA who after being duly sworn on oath states: "My name is MELINDA URBINA. I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Tennessee. I have personal knowledge of the facts and statements contained in this affidavit and aver that each is true and correct. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude."

By: M. allMELINDA URBINA - Process Server

Subscribed and Sworn to by MELINDA URBINA, Before Me, the undersigned authority, on this
16th day of May, 2023.

[Signature]
Notary Public in and for the State of Tennessee



THE STATE OF TEXAS
DISTRICT COURT, TARRANT COUNTY

CITATION

Cause No. 017-342217-23

THE TRADE GROUP, INC.
VS.
BTC MEDIA, LLC

TO: BTC MEDIA LLC

B/S REG AGENT-CT CORPORATION SYSTEM 300 MONTVUE RD KNOXVILLE, TN 37919-

You said DEFENDANT are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof before the 17th District Court, 100 N CALHOUN, in and for Tarrant County, Texas, at the Courthouse in the City of Fort Worth, Tarrant County, Texas said PLAINTIFF being

THE TRADE GROUP INC

Filed in said Court on May 10th, 2023 Against
BTC MEDIA LLC


For suit, said suit being numbered 017-342217-23 the nature of which demand is as shown on said PLAINTIFF'S ORIGINAL PETITION a copy of which accompanies this citation.

LINDSEY MARSH BROWN

Attorney for THE TRADE GROUP INC Phone No. (214)953-6142
Address 2323 ROSS AVE STE 600 DALLAS, TX 75201

Thomas A. Wilder, Clerk of the District Court of Tarrant County, Texas. Given under my hand and the seal of said Court, at office in the City of Fort Worth, this the 12th day of May, 2023.

By



NATALIE THIGPEN



A CERTIFIED COPY
ATTEST: 05/12/2023
THOMAS A. WILDER
DISTRICT CLERK
TARRANT COUNTY, TEXAS
BY: /s/ Natalie Thigpen

NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

Thomas A. Wilder, Tarrant County District Clerk, 100 N CALHOUN, FORT WORTH TX 76196-0402

OFFICER'S RETURN *01734221723000004*

Received this Citation on the _____ day of _____, _____ at _____ o'clock ____M; and executed at _____ within the county of _____, State of _____ at _____ o'clock ____M on the _____ day of _____, _____ by delivering to the within named (Def.): _____ defendant(s), a true copy of this Citation together with the accompanying copy of PLAINTIFF'S ORIGINAL PETITION, having first endorsed on same the date of delivery.

Authorized Person/Constable/Sheriff: _____

County of _____ State of _____ By _____ Deputy

Fees \$ _____

State of _____ County of _____ (Must be verified if served outside the State of Texas)

Signed and sworn to by the said _____ before me this _____ day of _____, _____ to certify which witness my hand and seal of office

County of _____, State of _____

RETURN / AFFIDAVIT
PROOF / ATTACHED

CITATION

Cause No. 017-342217-23

THE TRADE GROUP, INC.

VS.

BTC MEDIA, LLC

ISSUED

This 12th day of May, 2023

Thomas A. Wilder
Tarrant County District Clerk
100 N CALHOUN
FORT WORTH TX 76196-0402

By NATALIE THIGPEN Deputy

LINDSEY MARSH BROWN

Attorney for: THE TRADE GROUP INC
Phone No. (214)953-6142
ADDRESS: 2323 ROSS AVE STE 600

DALLAS, TX 75201

CIVIL LAW



01734221723000004
SERVICE FEES NOT COLLECTED
BY TARRANT COUNTY DISTRICT CLERK
ORIGINAL



A CERTIFIED COPY
ATTEST: 05/12/2023
THOMAS A. WILDER
DISTRICT CLERK
TARRANT COUNTY, TEXAS
BY: /s/ Natalie Thigpen